

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 46					
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-11-027		3. EFFECTIVE DATE See Block 20C.		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-10-12754							
5. ISSUED BY Environmental Protection Agency Program Contract Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		6. ADMINISTERED BY (if other than Item 5)		CODE							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) AGI MISSION SUPPORT SERVICES, INC. 850 Sligo Avenue, Suite 200 Silver Spring, MD 20910				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) Destination							
				9. DISCOUNT FOR PROMPT PAYMENT 0							
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM 12					
11. SHIP TO MARK FOR If applicable, see Section B of the schedule.		CODE		12. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711		CODE					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Accounting and Appropriation data in Section B							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		Minority Academic Institutions Internship Program									
15G. TOTAL AMOUNT OF CONTRACT										\$6,539,180.53	
16. TABLE OF CONTENTS											
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H		SPECIAL CONTRACT REQUIREMENTS									
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE											
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract, (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER JAMI J. RODGERS, CPCM					
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)				20C. DATE SIGNED	

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE

26-107

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

DCN	BFYS	FUND	ORG	PRC	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P / C
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FUNDING WILL BE OBLIGATED AT THE TASK ORDER LEVEL AT THE TIME OF ORDERING.

B.1 FIXED PRICE FOR SERVICES

BASE PERIOD

<u>CLIN</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
001	Task 1 - Program Development and Implementation	
002	Task 2 - Program Management and Supervision	
003	Task 3 - Data Collection and Meetings	
004	Intern, Bachelor's Degree, Spring/Fall	
005	Intern, Bachelor's Degree, Summer	
006	Intern, Master's Degree, Spring/Fall	
007	Intern, Master's Degree, Summer	
008	Weekly Extension, Bachelor's Degree, Spring/Fall	
009	Weekly Extension, Bachelor's Degree, Summer	
010	Weekly Extension, Master's Degree, Spring/Fall	
011	Weekly Extension, Master's Degree, Summer	

OPTION PERIOD I

<u>CLIN</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
102	Task 2 - Program Management and Supervision	
103	Task 3 - Data Collection and Meetings	
104	Intern, Bachelor's Degree, Spring/Fall	
105	Intern, Bachelor's Degree, Summer	
106	Intern, Master's Degree, Spring/Fall	
107	Intern, Master's Degree, Summer	
108	Weekly Extension, Bachelor's Degree, Spring/Fall	
109	Weekly Extension, Bachelor's Degree, Summer	
110	Weekly Extension, Master's Degree, Spring/Fall	
111	Weekly Extension, Master's Degree, Summer	

OPTION PERIOD II

<u>CLIN</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
202	Task 2 - Program Management and Supervision	
203	Task 3 - Data Collection and Meetings	
204	Intern, Bachelor's Degree, Spring/Fall	
205	Intern, Bachelor's Degree, Summer	
206	Intern, Master's Degree, Spring/Fall	
207	Intern, Master's Degree, Summer	

208	Weekly Extension, Bachelor's Degree, Spring/Fall
209	Weekly Extension, Bachelor's Degree, Summer
210	Weekly Extension, Master's Degree, Spring/Fall
211	Weekly Extension, Master's Degree, Summer

OPTION PERIOD III

<u>CLIN</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
302	Task 2 - Program Management and Supervision	
303	Task 3 - Data Collection and Meetings	
304	Intern, Bachelor's Degree, Spring/Fall	
305	Intern, Bachelor's Degree, Summer	
306	Intern, Master's Degree, Spring/Fall	
307	Intern, Master's Degree, Summer	
308	Weekly Extension, Bachelor's Degree, Spring/Fall	
309	Weekly Extension, Bachelor's Degree, Summer	
310	Weekly Extension, Master's Degree, Spring/Fall	
311	Weekly Extension, Master's Degree, Summer	

OPTION PERIOD IV

<u>CLIN</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
402	Task 2 - Program Management and Supervision	
403	Task 3 - Data Collection and Meetings	
404	Intern, Bachelor's Degree, Spring/Fall	
405	Intern, Bachelor's Degree, Summer	
406	Intern, Master's Degree, Spring/Fall	
407	Intern, Master's Degree, Summer	
408	Weekly Extension, Bachelor's Degree, Spring/Fall	
409	Weekly Extension, Bachelor's Degree, Summer	
410	Weekly Extension, Master's Degree, Spring/Fall	
411	Weekly Extension, Master's Degree, Summer	

Note: Interns with educational experience toward a Master's or higher degree qualify under the Master's degree contract line items.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of five (5) interns. The amount of all orders shall not exceed 75 interns for the Base Period and 100 interns for each Option Period.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at:

<http://basin.rtpnc.epa.gov/etsd/directives.nsf.>)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D - PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

[For this Contract, there are NO clauses in this Section]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from Date of Award through March 14, 2012 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCEDURES

1. Request for Offer (RFO)

The Contracting Officer will submit a written RFO to the contractor upon receipt of a requirement. At a minimum, the required elements of the contractor's offer may include, but are not limited to, an executive summary, how the proposed intern(s) meet the required qualifications, the period of performance and pricing consistent with the qualifications of the intern.

Each RFO will include the following:

- The Statement of Work
- The required educational experience, fields of study or similar information for the intern(s);
- The components of offer (Technical and/or Cost Proposals or other elements) to be submitted, if required;
- Format for submission;
- Time frame for submission of the offer;
- Any other relevant instructions to the contractor.

2. Offer Submission

1. The contractor shall acknowledge receipt of a Request for Offer and submit an offer to the Contracting Officer within the time specified in the request.
2. Proposals submitted for Task Orders shall be based on the pricing established in the contract.

3. Evaluation and Selection Procedures

- a. Offers will be evaluated based on the suitability and pricing of the proposed individuals.
- b. Contracting Officer shall provide Contractor with signed task order upon award.

G.2 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Any EPA Contracting Officer acting within the restrictions of their individual warrant.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

CONTRACT-LEVEL CONTRACTING OFFICER'S REPRESENTATIVE (COR):

MS. TAMMY THOMAS
1200 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20460

Mail Code: 1230T
Phone Number: 202-566-1209
E-Mail Address: thomas.tammy@epa.gov

ALTERNATE CONTRACT-LEVEL CONTRACTING OFFICER'S REPRESENTATIVE (COR):

MR. MICHAEL NIEVES
1200 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20460

Mail Code: 1230T
Phone Number: 202-566-1478
E-Mail Address: nieves.michael@epa.gov

ADMINISTRATIVE CONTRACTING OFFICER (ACO):

MR. JAMI J. RODGERS, CPCM
1200 PENNSYLVANIA AVE, NW
WASHINGTON, DC 20460

Mail Code: 3803R
Phone Number: (202) 564-4781
Fax Number: (202) 565-2560
E-Mail Address: rodgers.jami@epa.gov

G.4 CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71-DEV) (MAY 2010) DEVIATION

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document)

that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for four additional period. If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Amounts" clause will be modified to reflect new and separate maximum amounts:

Period	Minimum Amount	Maximum Amount
-----	-----	-----
Option Period I	5 Student Interns	100 Student Interns
Option Period II	5 Student Interns	100 Student Interns
Option Period III	5 Student Interns	100 Student Interns
Option Period IV	5 Student Interns	100 Student Interns

(c) The "Ordering" clause will be modified as follows:

Period	Start Date	End Date
-----	-----	-----
Option Period I	03/15/2012	03/14/2013
Option Period II	03/15/2013	03/14/2014
Option Period III	03/15/2014	03/14/2015
Option Period IV	03/15/2015	03/14/2016

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR

1552.217-77) (OCT 2000)

The Government has the option to extend the term of this contract for four (4) additional period. If more than sixty (60) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	03/15/2012	03/14/2013
Option Period II	03/15/2013	03/14/2014
Option Period III	03/15/2014	03/14/2015
Option Period IV	03/15/2015	03/14/2016

H.5 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the

information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.6 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to

the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.7 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601

et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.8 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009) DEVIATION

As prescribed in 1537.110, insert a clause substantially the same as the following:
Technical Direction (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

H.9 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.10 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

- (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion

on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND

52.222-36	JUN 1998	OTHER ELIGIBLE VETERANS (SEP 2006)
		AFFIRMATIVE ACTION FOR WORKERS WITH
		DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED
		VETERANS, VETERANS OF THE VIETNAM ERA, AND
		OTHER ELIGIBLE VETERANS (SEP 2006)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	OCT 2009	RESTRICTIONS ON SUBCONTRACTING OUTSIDE
		DISASTER OR EMERGENCY AREA
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND
		COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER
		THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE
		GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through September 30, 2010.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services

covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TBD;

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days beyond the expiration date of the contract.

I.5 SECTION 8(a) AWARD (FAR 52.219-17) (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Environmental Protection Agency the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Environmental Protection Agency Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Environmental Protection Agency.

I.6 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration

shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with

the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.8 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.9 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2010)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111- 5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O.

11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) [RESERVED]

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.11 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
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1	STATEMENT OF WORK
2	MANAGEMENT CONTROLS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-10-12754 are incorporated into this contract by reference.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK
Environmental Protection Agency
Student Diversity Internship Program

Background

The Office of Small Business Programs (OSBP) has the responsibility within the U.S. Environmental Protection Agency (EPA) for the implementation of procedures and oversight of small business programs described under Sections 8 and 15 of the U.S. Small Business Act, as amended. This responsibility is extended under Executive Orders 12073, 12432 and 12138 which relates to preference programs for small, disadvantaged, women-owned, service-disabled veterans as well as businesses located in Historically Underutilized Business Zone (HUBZones). OSBP received additional authority under Executive Orders 13256 and 13270 to provide oversight and management of the Student Diversity Internship Program for EPA with the principal goal of providing opportunities for universities and colleges to participate in EPA program activities.

It is the objective, therefore, of the OSBP to create and develop a comprehensive EPA Student Diversity Internship Program that will become a favorable experience for both EPA and the students from Historically Black Colleges and Universities (HBCUs), Hispanic Serving Institutions (HSIs), Tribal Colleges and Universities and other colleges and universities interested in pursuing the betterment of our environment.

Contract Objective

The Contractor shall provide technical assistance to the Office of Small Business Programs in its endeavor to create, manage, and monitor an EPA Student Diversity Internship Program that will support the Agency's programmatic work. The OSBP mission under this contract will be to develop a program that will provide opportunities for all students to participate in internships that will expose students to Agency operations, increase their understanding of the Agency's mission, and encourage them to pursue careers within the EPA. It is anticipated that this will:

1. Enable the Agency to expand its exposure, and allow for the potential of future collaborations with various academic institutions of higher learning;
2. Introduce the Agency to a wider range of students with the potential to accept Agency jobs in the future to carry on the important work of protecting the environment and human health, and;
3. Provide students with various work experiences in the environmental fields.

Scope of Work

Through this contract, the Contractor shall develop, coordinate, manage, and oversee the Environmental

Protection Agency's Student Diversity Internship Program which will involve obtaining qualified student candidates to participate in all aspects of the work of the Agency. This internship program must be able to support the programmatic work undertaken at the EPA headquarters (Washington, D.C. Metropolitan Area) and the ten regional offices which include all EPA laboratories and field offices. The contractor must develop a program that will encourage undergraduate and graduate students to pursue careers in the environmental fields which will in turn assist EPA in its overall mission to strengthen the environment.

Services provided under the contract include, but will not be limited to, obtaining the broadest possible pool of candidates from the various academic institutions, evaluating the interns' performance, placing student interns, working with the various EPA office sponsors, training the interns, and ensuring that the overall intern program is functioning in an efficient and effective manner.

Task 1: Program Development and Implementation- Base Year

The contractor shall operate the Student Diversity Internship Program by providing the following:

1. Program guidelines.
2. Operating plan.
3. Quality/control/programmatic oversight plan.
4. Formal partnerships with academic institutions to create a process to recruit appropriate and qualified interns interested in public service and the environmental fields.
5. Recommendations to EPA's Office of Small Business Programs (OSBP) on each qualified intern employee assigned to EPA's headquarters and regional/field offices.
6. Function as a liaison between student intern employees, the designated OSBP Project Officer and the EPA program sponsors with the objective of creating a professional relationship that will serve as an efficient working environment for all participants.
7. Provide comprehensive orientation of goals and objectives of the Student Diversity Internship Program to each participating EPA program office and student intern.

Task 2: Program Management, Supervision and Intern Compensation - Base Year and Four Option Years

The contractor will be responsible for providing the Student Diversity Internship Program with the following:

1. The contractor shall develop criteria for intern selection and deliver to the Student Diversity Internship Program qualified students which have fulfilled the academic requirements, and are qualified to perform the tasked EPA program office assignment. The contractor shall recommend placement of capable and successful student interns within designated EPA offices. EPA will make the final decision as to placement of the interns to assigned program offices. Student interns will perform non-personal services for the EPA program offices. These student intern services are provided to EPA within the context of the required program guidelines and operating plans (as approved by the OSBP Project Officer).
2. Evaluate the intern's work products and assignments and provide feedback to student interns to ensure EPA task has been accomplished.
3. Compensate the student intern for services provided to EPA program offices as established in the Student Diversity Internship Program guidelines.
4. Select, hire, terminate, maintain time and attendance reports and perform all human resource responsibilities regarding administrative and management functions for the student interns. The interns are providing contracted non-personal services for EPA and participating in an employment opportunity located at EPA. The interns are not Federal employees and it shall be the contractor's responsibility to ensure proper guidance has been provided relative to contract employees. All work performed by the student intern must be assigned by the contractor not from EPA employees.

Task 3: Data Collection, Tracking and Meetings

The contractor shall provide information and hold status meetings with the OSBP Project Officer on a regular and consistent basis that will enable the OSBP to capture and measure the performance of the Student Diversity Internship Program and track its success as well as issues that may need improvement. The deliverables will include, but not be limited to the following:

1. **In-take Process.** The contractor shall develop an in-take process for each selected intern that identifies the correlation between the needs of both the participating program office and assigned student intern. This correlation must be in line with the objectives and the mission of the Student Diversity Internship Program.
2. **Tracking/Review and Follow-up Process.** Contractor shall develop performance measures, and create and implement an on-going procedure that tracks the success of the program as well as all outreach efforts with academic institutions and EPA program offices.

3. **Training/Orientation.** The contractor shall conduct an orientation session with the designated program office sponsor prior to assigning the student intern to the program office. These training/orientation sessions will be mandatory and must address the goals and the process of the Student Diversity Internship Program. The contractor must also present bi-weekly training sessions for the interns on various aspects of EPA and Federal employment. The contractor may also suggest no cost or low cost training classes for the interns as well as certificate programs offered by other sources that can meet general and/or specific business and programmatic requirements. OSBP will not be responsible for any costs associated with these training classes/programs. This contract does not allow for training costs for additional training sessions held outside the requirements of this contract.
4. **Meetings.** The contractor shall hold monthly status meetings to include the OSBP Project Officer, the program office sponsor and (if feasible) the student intern. These meetings will address any problems, success stories or any other issues that may arise. The contractor shall hold quarterly meetings with the OSBP Project Officer and the program office sponsor within 10 working days after submitting the quarterly report to 1) discuss the report and, 2) address any additional program issues. These meetings will be mandatory and can be held thru electronic means.

The contractor is responsible for rescheduling meetings and/or orientation sessions that were cancelled due to either Agency or contractor conflicts within two business days. The contractor shall provide the Agency with timely notices regarding rescheduling. More than two meeting cancellations (connected with contractor conflicts) without proper rescheduling in a calendar quarter are deemed unacceptable. In addition, more than two instances in a calendar quarter of the contractor's student intern failing to uphold the assignment without documentation of a bona fide emergency shall be deemed unacceptable. In the case of an emergency, the contractor shall immediately notify the OSBP Project Officer or the alternate Project Officer, as designated.

Reporting Requirements

The contractor will provide reports in both an electronic and hard copy format on the status of the Student Diversity Internship Program to the OSBP Project Officer on a monthly and quarterly basis. Reports must be submitted to the U.S. Environmental Protection Agency, Office of Small Business Programs, 1200 Pennsylvania Avenue, N.W., Mail Code 1230T, Washington, DC 20460. Further information on the format and content of the reports will be finalized during contract award negotiations. Reports should include but not be limited to:

1. Monthly reports with a calendar showing all **planned** counseling/training sessions scheduled for the contractor's student interns and other group sessions (i.e. orientation sessions). Monthly reports must also include the evaluation of the student's progress.
2. Monthly reports on the contractor's technical and financial management of the Student Diversity Internship Program.
3. Quarterly reports showing all **actual** counseling/training sessions conducted for the student interns including the purpose, agenda, a copy of the attendee list, and the outcome of the sessions.

- Fourth quarter final reports will include a program evaluation, survey, and an analysis conducted with student interns and EPA program offices. These final reports will be submitted to the OSBP project officer no later than ten (10) calendar days after the end of the base year and ten(10) calendar days after the end of each option year. The results of the surveys will be compiled on a quarterly basis and included in the quarterly reports and the year end performance reports. It is the intention of the OSBP to employ the results of the survey to assist in our on-going and yearly assessment of the Student Diversity Internship Program. It is our goal to enhance the internship program each year and produce a product that will encourage EPA's program offices to see this as a valuable and cost effective tool. In addition, it is anticipated that these results will give the guidance and direction to assure interns that

are academically prepared and interested in acquiring a valuable learning experience as well as gaining a greater respect for public service. The contractor shall provide OSBP with highlights and success stories for the OSBP quarterly newsletter and the OSBP web page.
- The contractor will submit from time-to-time new ideas/enhancements for the Student Diversity Intern Program to the Project Officer for review and approval.

Note: All records/reports/data maintained and obtained under this contract belong to the EPA.

Acceptance Criteria

Services conducted by the contractor on behalf of the Student Diversity Internship Program will be deemed acceptable if they meet the pre-established criteria of the OSBP and the EPA programmatic clients. The adequacy of the contractor's management services provided will be evaluated by the OSBP Project Officer through reviews of recurring reports submitted by the contractor, reviews of evaluation forms submitted by clients, and observations of training and orientation sessions. Input and oversight provided by the contractor shall be acceptable if deemed by the OSBP Project Officer to have been meaningful, supportive and to have provided added value to the success of the Student Diversity Internship Program.

Contractor Management Requirements

All contractor managers/coordinators shall have necessary education, experience and/or training prior to providing oversight and administrative functions for this Program. The contractor shall demonstrate a working knowledge of university and college communities throughout the country with an emphasis on environmental studies. The contractor shall assign a full time, experienced Managing Director/Coordinator to manage the OSBP Student Diversity Internship Program. The Managing Director/Coordinator must possess a formal education, experience, and knowledge of all aspects of establishing, managing, and executing a successful student internship program. The Managing Director/Coordinator must have an in-depth knowledge of outreach and advocacy techniques. The Managing Director/Coordinator must be thoroughly familiar with the structure of EPA and its programs, along with Federal procurement rules, regulations, requirements and guidance governing the execution of a student intern program.

This includes:

- Understanding of EPA's mission, goals and legislative requirements.
- Identifying EPA programs, program priorities, and program initiatives.
- Identifying and establishing a rapport with EPA programmatic sponsors.
- The contractor must complete a financial disclosure statement and pass all required security and background investigations

The contractor's proposal shall identify qualified personnel with education, training, capabilities and strengths to effectively administer EPA's Student Diversity Internship Program. The contractor's capability statement shall include, but not be limited to the following:

- The Managing Director/Coordinator shall be responsible for the day-to-day management and operations of the program. The manager shall supervise and monitor the staff accordingly, be responsible for outreach efforts to the colleges, universities, and EPA personnel, and communicate effectively to all participants the overall goals and directions of the program. Also, the manager shall have the capacity to provide the necessary leadership that will enhance the success of the Student Diversity Internship Program and encourage staff, the student interns and EPA to put forth their best efforts to make the program beneficial for all involved.
- One full-time Administration Assistant (AA) who shall be the focal point for all of the administrative duties necessary to run the office/program smoothly. He/She shall be responsible for scheduling meetings, preparing agendas, and advising office personnel of the daily operations of the program. The AA shall be responsible for the maintenance and the retrieval of all files, reports, and forms relating to the program and be familiar with key program participants and provide guidance and direction as needed. Also, he/she will be responsible for the supervision of the clerical staff assigned to the project.
- One part-time clerical position who will assist the Administrative Assistant and the Managing Director/Coordinator with the filing, answering of the telephones, typing, and other clerical duties necessary to carry out the mission of the intern program.

Place of Performance and Hours of Operation

The contractor must be prepared to perform oversight work at their own facility as well as execute meetings at EPA facilities as required and approved by the OSBP Project Officer.

General core hours of operation will be from 9:00 am to 5:00 pm, Monday through Friday. EPA facilities will not be available on Federal holidays and weekends. This also precludes student access to EPA facilities during this time. Federal holidays are:

- | | |
|---------------------------------|---------------------|
| 1) New Year's Day | 6) Labor Day |
| 2) Martin Luther King, Jr. Day | 7) Columbus Day |
| 3) George Washington's Birthday | 8) Veterans Day |
| 4) Memorial Day | 9) Thanksgiving Day |
| 5) Independence Day | 10) Christmas Day |

In accordance with the Contracts Management Manual, Section 20.10 covers EPA's "Policy for Reimbursement of Contractor Costs for Agency Closures for other than Appropriation Hiatuses." When the Agency or any part thereof is closed as a result of factors such as weather conditions, natural disasters, Executive Orders, building hazards, or public safety, Contracting Officers will not need to stop work on contracts, but will need to advise contractors regarding payment of labor charges. Section 20.10(a) states that: Generally, for contract performance at Government facilities, the Agency will not reimburse contractors for labor costs as a direct charge during the closure if the contractor does not perform. If contract services can and are performed at a different location, contractors may be reimbursed for direct labor as a direct charge. Contractors should be instructed that they will not normally be reimbursed as a direct charge for labor cost for on-site employees who are unable to perform any work as a result of the closure. These costs must be accounted for in accordance with any corporate policies, e.g., temporary reassignment to other projects, administrative or other leave, etc.

ATTACHMENT 2

MANAGEMENT CONTROLS

MANAGEMENT CONTROLS

EP-W-11-027

Student Diversity Internship Program for the Office of Small Business Programs

These management controls are put in place to maintain an appropriate contractual relationship between EPA and the contractor's student intern personnel. The goal of these controls is to avoid a "personal services contract" characterized by an employer-employee relationship in which a Government representative exercises relatively continuous supervision and control over contractor personnel.

To ensure that services under the envisioned contract avoid an improper employer-employee relationship, the following actions will be taken:

1. Each task order under this contract will include a Statement of Work (SOW) describing the specific tasks and deliverables required for a project.
2. All on-site student intern contractors will be issued EPA identification that identifies the interns as contractors. Work space will also be identified as such.
3. EPA employees will ensure that the contractor meets with the student intern employee regularly to provide assignments and directions, as well as feedback related to work accomplishments and performance.
4. The contractor must decide which of its interns are best suited to meet the Agency's requirements.
5. EPA employees shall not exercise any supervisory authority or control over the contractor's student intern personnel. The contractor must have sole authority and responsibility for all personnel matters involving the interns, including hiring, firing, time management, leave approval, and formal training.